D: DEED B: 4285 P: 249 09/23/2020 08:40:04 AM Total Pages: 15 Recording Fee: \$ 25.00 **AGMTDE**

Ronald M. Adams, Clerk of Court, Glynn County

When recorded, return to: Hercules LLC 500 Hercules Road Wilmington, DE 19808

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1, et seq., as may be amended from time to time (hereinafter the "Act"). This Environmental Covenant is entered into by the entities executing this Environmental Covenant and subjects the Property identified below to the activity and/or use limitations and other requirements specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with O.C.G.A. § 44-16-8(a).

Fee Owner of Property/Grantor: Hercules LLC

> 500 Hercules Road Wilmington, DE 19808

Grantee/Holder with Hercules LLC

Power to Enforce: 500 Hercules Road

Wilmington, DE 19808

Grantee/Entity with State of Georgia

Express Power to Enforce: Department of Natural Resources

> **Environmental Protection Division** 2 Martin Luther King Jr. Drive, SE

Suite 1054 East Tower Atlanta, GA 30334

Additional Agency Overseer: U.S. Environmental Protection Agency

Region 4

61 Forsyth Street, S.W. Atlanta, GA 30303

Property:

The property subject to this Environmental Covenant is the approximately 16.7-acre property owned by Hercules LLC (hereinafter "Property"), located at 2540 Golden Isles Parkway and 139 Nix Lane in Brunswick, Glynn County, Georgia 31525. A complete legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B. The Property consists of two contiguous parcels, as identified in the attached Exhibit B.

Tax Parcel Number(s):

The two contiguous parcels that make up the Property are associated with Tax ID No. 03-04607 and Tax ID No. 03-04977 of Glynn County, Georgia.

Environmental Covenant Runs with the Land and is Perpetual:

Pursuant to the Act, this Environmental Covenant shall run with the land and shall be perpetual unless terminated or amended pursuant to terms herein or in accordance with provisions of the Act. This Environmental Covenant shall be binding upon Hercules LLC and all successors, assigns and transferees of any interest in the Property or any portion thereof.

Name and Location of Administrative Records:

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under remedial action performed at the Property. The status of the remedial action is described in the following documents:

- U.S. Environmental Protection Agency (EPA) Interim Record of Decision for groundwater (OU2), issued on June 27, 1991;
- EPA Record of Decision, issued on March 25, 1993; and
- U.S. Environmental Protection Agency (EPA) Fourth Five-Year Review for the Hercules 009 Landfill, issued in September 2016.

Records pertaining to this remedial action are available at the following locations:

Superfund Records Center U.S. EPA, Region 4 Atlanta, GA 30303

and

Brunswick/Glynn County Regional Library 208 Gloucester Street Brunswick, GA 31520

and

Georgia Environmental Protection Division Land Protection Branch 2 Martin Luther King Jr. Drive, SW Suite 1054 East Tower Atlanta, GA 30334

Description of Contamination and Remedial Action:

This Property has been listed on the State's Hazardous Site Inventory at HSI #10006 and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. Contact the Property owner or the

Georgia Environmental Protection Division for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

This Environmental Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (hereinafter "CERCLA"), by Hercules LLC and its successors and assigns (hereinafter "Grantor") and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD") and its successors and assigns. This Environmental Covenant is being recorded because a release of benzene and toxaphene occurred on the Property. These are "regulated substances" as defined under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 et seq., and the rules promulgated thereunder (hereinafter "HSRA" and "Rules," respectively) and are "hazardous substances" as defined in CERCLA. The remedy selected for this Property includes for groundwater: connecting nearby residences to the public water supply and restricting the use of on-site groundwater until cleanup goals are met; and for soil: on-site and off-site soil excavation and capping of impacted soils stockpiled on-site. Nearby residences have been connected to the public water supply, on-site and off-site soil excavation is complete, and impacted soils on-site have been stockpiled and capped, as required by the selected remedy. To complete implementation of the selected remedy for groundwater, groundwater use must be restricted until cleanup goals are met and the soil cap must continue to be maintained, as provided in the activity and use restrictions and other requirements provided herein.

Grantor hereby binds itself to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of EPD, EPA, and Holder. EPD, EPA, and Holder shall each have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA and the Rules. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce compliance. Nothing in this Environmental Covenant shall restrict EPD or EPA from exercising any authority under applicable law.

Grantor makes the following declarations as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a), are perpetual, unless modified or terminated pursuant to the terms of this Covenant or pursuant to O.C.G.A. § 44-16-9, and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter, collectively, "Owner"). The obligations under this Environmental Covenant relating to the use of the Property shall apply to the then current Owner of the Property, and its tenants, agents, employees, assigns, and other persons under its control.

The Environmental Covenant shall inure to the benefit of EPD, EPA, Grantor, Holder, and their respective successors and assigns and shall be enforceable by the Director of the EPD or his agents or assigns, EPA, Grantor, Holder, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

Activity and Use Limitation(s) and Other Requirements

- 1. Notice. The Owner of the Property must give thirty (30) days advance written notice to EPD and EPA of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the remedial action. The Owner of the Property must also give thirty (30) days advance written notice to EPD and EPA of the Owner's intent to change the use of the Property, apply for building permit(s), or perform any site work that would affect the remedial action at the Property.
- 2. <u>Notice of Limitation in Future Conveyances.</u> Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
- 3. <u>Groundwater Limitation.</u> The use or extraction of groundwater from beneath the Property for drinking water or for any other non-remedial or monitoring purposes shall be prohibited.
- 4. <u>Maintenance of soil cap.</u> The cap on the Property, including the parking lot and vegetative cover along the edges of the capped area as shown in the attached Exhibit B, shall be maintained. With the exception of work necessary for the maintenance, repair, or replacement of engineering controls, Owner shall not engage in the following activities without obtaining prior written approval from EPA: (a) drilling or otherwise constructing any water wells on the Property; and (b) engaging in activities that could cause damage to the cap, including digging, excavation, drilling or construction activities which could compromise the integrity of the cap.
- 5. Right of Access. In addition to any rights already possessed by EPD and EPA, the Owner shall allow authorized representatives of EPD, EPA, and Holder the right to enter the Property at reasonable times for the purpose of evaluating the remedial action; to take samples, to monitor all groundwater monitoring wells, to inspect the remedial action conducted at the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the remedial action.
- 6. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, Hercules LLC or its authorized agent shall file this Environmental Covenant with the Recorders of Deeds for Glynn County, and send a file stamped copy of this Environmental Covenant to EPD and EPA within thirty (30) days of recording. Within that time period, Hercules LLC shall also send a file-stamped copy to each of the following: (1) each person holding a recorded interest in the Property subject to the Environmental Covenant, (2) each person in possession of the Property subject to the Environmental Covenant, (3) each municipality, county, consolidated government, or other unit of local government in which the Property subject to the Environmental Covenant is located, and (4) each owner in fee simple whose property abuts the Property subject to the Environmental Covenant.
- 7. <u>Termination or Modification</u>. This Environmental Covenant may not be modified without the express written consent of EPD, EPA, the then current Owner of the Property, and the Holder or its successors or assigns, unless such person has waived in a signed record the right to consent or a court finds that the person no longer exists or cannot be located or identified with the exercise of reasonable diligence.
- 8. No Property Interest Created in EPD or EPA. This Environmental Covenant does not in any way create any interest by EPD or EPA in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD or EPA in the Property in accordance with O.C.G.A. § 44-16-3(b).

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor is fee simple owner of the Property;
- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, or by which Grantor may be bound or affected;
- e) That the Grantor has served each of the people or entities referenced in Activity and Use Limitation 7, above, with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-7.
- f) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

Notices.

Any document or communication required to be sent to EPD, EPA, or Hercules LLC, respectively, pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

EPD

Georgia Environmental Protection Division Branch Chief Land Protection Branch 2 Martin Luther King Jr. Drive SE Suite 1054 East Tower Atlanta, GA 30334

EPA

Director, Superfund Division
The United States Environmental Protection Agency
Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Hercules LLC
Hercules LLC
500 Hercules Road
Wilmington, DE 19808

Environmental Covenant Does Not Authorize Use Otherwise Prohibited

Pursuant to the Act, this Environmental Covenant shall not be construed to authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.

No Interest in Real Property in EPD

EPD's and EPA's rights under this Environmental Covenant and the Act shall not be considered an interest in real property.

EPD's Environmental Covenants Registry

This Environmental Covenant and any amendment thereto or termination thereof may be included in EPD's registry for environmental covenants.

Severability

Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor HERCULES LLC has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the __24th___ day of April , 2020. **HERCULES LLC** By: Matthew K Spence Its: VP / Assistant Secretary and Treasurer Signed, sealed, and delivered in the presence of: **Unofficial Witness** Notary Public My Commission Expires: Aug. 13, 4023 NOTARY PUBLIC **HERCULES LLC** STATE OF OHIO Comm. Expires August 13, 2023 Recorded in **Delaware County** Signed, sealed, and delivered in the presence of: **Unofficial Witness** borah & Matthaes Notary Public My Commission Expires: Aug. 13, 2013 [Notary Seal] **DEBORAH L MATTHAES NOTARY PUBLIC**

STATE OF OHIO Comm. Expires August 13, 2023 Recorded in Delaware County For the Environmental Protection Division, Department of Natural Resources, State of Georgia, this 10th day of September , 2020: (Signature) Richard Dunn Director, Environmental Protection Division State of Georgia County of Fulton This instrument was signed or attested before me this **O** day of **September**, 2020, by. Personally Known Produced Identification My Commission Expires: 7-27-2022 onara (NOTARY SEAL) Notary Public Count

ADDITIONAL AGENCY OVERSEER:

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

This E	Environmental Covenant is hereby approved by the United States Environmental Prot cy this	ection
By:	Caroline J. Freemany fre Franklin E. Hill Director, Superfund Division U.S. Environmental Protection Agency Region 4	020
	Shannon Luchard My Commission Expires: August 15	1023

Exhibit A Legal Description

PARCEL 'A' LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN G.M.D. 26, GLYNN COUNTY, GEORGIA AND SHOWN AS "PARCEL A" ON A PLAT BY GARY R. NEVILL, GEORGIA PLS# 2401, DATED 4/17/18, TITLED "BOUNDARY RETRACEMENT SURVEY OF: HERCULES LLC PROPERTY ON GOLDEN ISLES PARKWAY, A/K/A A PORTION OF THE BRUNSWICK PENINSULA TRACT H, A/K/A A PORTION OF LOTS 191-195, BRUNSWICK FARMS SUBDIVISION OF THE DAY AND BLOOM TRACT" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT ON THE EASTERLY RIGHT-OF-WAY OF GOLDEN ISLES PARKWAY, SAID MONUMENT BEING THE NORTHWEST CORNER OF SAID PARCEL 'A' AND THE SOUTHWESTERLY CORNER OF LOT 3, BLOCK 'J', GLYNN PLACE COMMERCIAL PARK EAST AND HAVING THE COORDINATES OF N: 441,232,57, E: 867,880.10, SAID MONUMENT BEING LOCATED SOUTH 20 DEGREES 52 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 544.72' FROM THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF GOLDEN ISLES PARKWAY AND THE SOUTHERLY RIGHT-OF-WAY OF ALTAMA CONNECTOR; PROCEED ALONG THE LANDS OF BRUNSWICK AUTO REALTY, INC. NORTH 71 DEGREES 25 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 403.96 FEET TO A CONCRETE MONUMENT; THENCE ALONG THE LANDS OF KUO-HAO WEN & DIM MA SUNG SOUTH 18 DEGREES 33 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 952,50 FEET TO A CAPPED (SSC PC/LSF 317) 1/2" IRON REBAR; THENCE ALONG THE LANDS OF HERCULES LLC SOUTH 71 DEGREES 19 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 348.63 FEET TO A CAPPED (SSC PC/LSF 317) 4" IRON REBAR ON SAID EASTERLY RIGHT-OF-WAY OF GOLDEN ISLES PARKWAY; THENCE ALONG SAID RIGHT-OF-WAY OF GOLDEN ISLES PARKWAY THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TURNING TO THE RIGHT AN ARC LENGTH OF 609.42', (SAID CURVE HAVING A RADIUS OF 11,334.17', A CHORD BEARING OF NORTH 22 DEGREES 26 MINUTES 25 SECONDS WEST, AND A CHORD LENGTH OF 609.35") TO A CAPPED (SSC PC/LSF 317) ½" IRON REBAR, THENCE NORTH 20 DEGREES 54 MINUTES 00 SECONDS. WEST FOR A DISTANCE OF 345.45 FEET TO A CONCRETE. MONUMENT AND THE POINT OR PLACE OF BEGINNING. SAID PARCEL OR TRACT HAVING AN AREA OF 8-334 ACRES

PARCEL 'B' LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN G.M.D. 26, GLYNN COUNTY, GEORGIA AND SHOWN AS "PARCEL B" ON A PLAT BY GARY R. NEVILL, GEORGIA PLS# 2401, DATED 4/17/19, TITLED "BOUNDARY RETRACEMENT SURVEY OF: HERCULES LLC PROPERTY ON GOLDEN ISLES PARKWAY, A/K/A A PORTION OF THE BRUNSWICK PENINSULA TRACT H, A/K/A A PORTION OF LOTS 191-195, BRUNSWICK FARMS SUBDIVISION OF THE DAY AND BLOOM TRACT" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED (P.L.S.# 1927) ½" IRON REBAR ON THE EASTERLY RIGHT-OF-WAY OF GOLDEN ISLES PARKWAY, SAID REBAR BEING THE SOUTHWEST CORNER OF SAID PARCEL 'B' AND MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF GRANVILLE NIX LANE WITH THE EASTERLY RIGHT-OF-WAY OF GOLDEN ISLES PARKWAY AND HAVING THE COORDINATES OF N: 438,988.30, E: 868,954.15 (GEORGIA COORDINATE SYSTEM, EAST ZONE, NAD-83), PROCEED ALONG SAID RIGHT-OF-WAY OF GOLDEN ISLES PARKWAY ALONG A CURVE TURNING TO THE RIGHT AN ARC LENGTH OF 1,537.71', (SAID CURVE HAVING A RADIUS OF 11,334.17', A CHORD BEARING OF NORTH 27 DEGREES 52 MINUTES 02 SECONDS WEST, AND A CHORD LENGTH OF 1,536.53') TO A CAPPED (SSC PC/LSF 317) ½" IRON REBAR; THENCE ALONG THE LANDS OF HERCULES LLC NORTH 71 DEGREES 19 MINUTES 23 SECONDS EAST TO A CAPPED (SSC PC/LSF 317) ½" IRON REBAR; THENCE ALONG THE LANDS OF KUO-HAO WEN & DIM MA SUNG SOUTH 18 DEGREES 33 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 49.68 FEET TO A ½" IRON REBAR; THENCE ALONG THE LANDS OF THE GLYNN COUNTY BOARD OF EDUCATION, CHARLES C. COLEY, GLORIA A. COLEY AND DONALD EDWARD SADOWSKI THE FOLLOWING COURSES AND DISTANCES: SOUTH 18 DEGREES 31 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 839.33 FEET TO A 1/2" IRON REBAR; THENCE SOUTH 18 DEGREES 34 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 210.16 FEET TO A CAPPED (SSC PC/LSF 317) ½" IRON REBAR; THENCE ALONG THE NORTHERLY AND WESTERLY RIGHT OF WAY OF NIX LANE THE FOLLOWING COURSES AND DISTANCES: SOUTH 71 DEGREES 25 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 14.00 FEET TO A CAPPED (SSC PC/LSF 317) ½" IRON REBAR; THENCE SOUTH 30 DEGREES 37 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 21.14 FEET TO A CAPPED (SSC PC/LSF 317) ½" IRON REBAR; THENCE SOUTH 18 DEGREES 34 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 407.26 FEET TO A CAPPED (SSC PC/LSF 317) %" IRON REBAR ON THE NORTHERLY RIGHT-OF-WAY OF GRANVILLE NIX LANE; THENCE ALONG SAID RIGHT-OF-WAY OF GRANVILLE NIX LANE SOUTH 74 DEGREES 05 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 69.76 FEET TO A CAPPED (P.L.S.# 1927) 1/2" IRON REBAR AND THE POINT OR PLACE OF BEGINNING. SAID PARCEL OR TRACT HAVING AN AREA OF 8.132 ACRES:

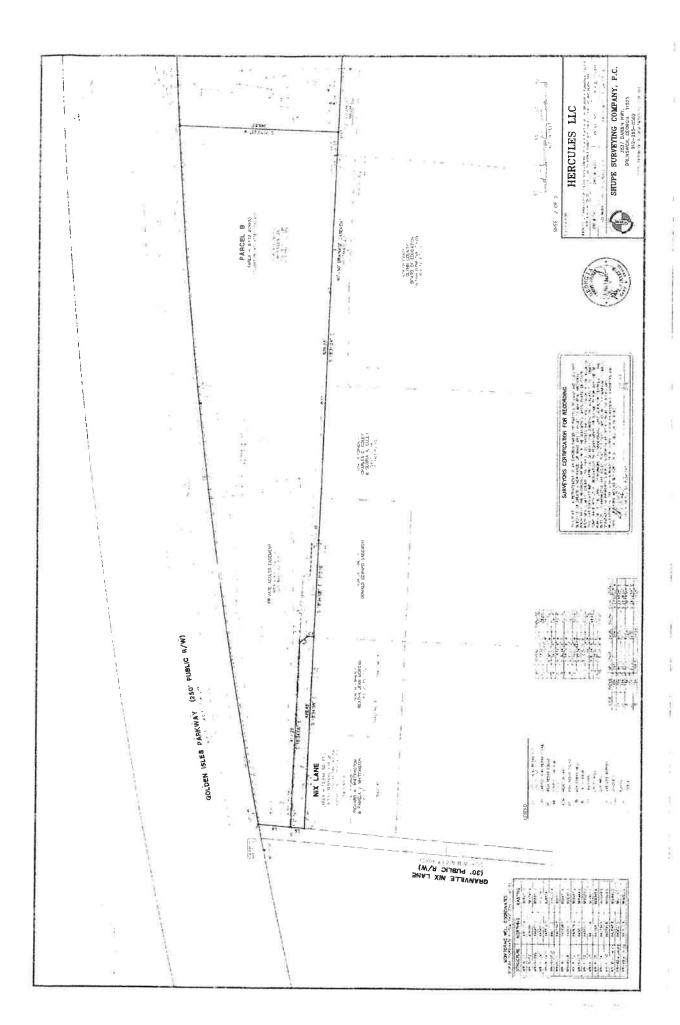
Exhibit B Property Map

Tables on the state of the stat SHUPE SURVEYING COMPANY, P.C. ALTAMA CONNECTOR (100' PUBLIC R/W) 3837 DARIEN - WY 9RUNSWCK, GEORGIA 31525 912-285-0582 HERCULES LLC MERCHANTS WAY (60' PUBLIC R/W) GOLDEN ISLES PARKWAY (250' PUBLIC R/W) SHEET 1 OF 2 CLYNN PLACE
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CAMPRICAL PAGE EAST BRUNSWCK AUTO REALTY NO 1 1991 IN HERCULES LLC PROPERTY ON GOLDEN ISLES PARKWAY,

A/KA A PORTION OF THE BRINSWICK PENINSULA TRACT H, A/K/A A PORTION

OF LOTS 191-195, BRUNSWICK PARKS SUBDINSION OF THE DAY AND BLOOM TRACT

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